

**University Medical Center  
of  
Southern Nevada**

**Request for Proposal  
2012-11**  
Natural Gas Supply Management



**RFP  
2012-11**

**University Medical Center Of Southern Nevada**

**CONFIRMATION FORM  
for  
RECEIPT OF RFP NO. 2012-11  
Natural Gas Supply Management**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

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**VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:**

PROJECT NO. RFP NO. 2012-11

DESCRIPTION: Natural Gas Supply Management

**VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Area Code/Phone Number: \_\_\_\_\_

Area Code/Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**FAX THIS CONFIRMATION FORM TO: (702) 383-2609  
Or EMAIL TO: robert.maher@umcsn.com  
TYPE or PRINT CLEARLY**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL  
RFP NO. 2012-11  
Natural Gas Supply Management

UMC is looking to identify superior proposers to establish a procurement process to select a natural gas supply company for the Facilities Management Department.

The RFP package is available as follows:

- By Electronic Mail or Mail – Please email a request to Contracts Management at [robert.maher@umcsn.com](mailto:robert.maher@umcsn.com) specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 207-8846.
- Internet – Visit the Clark County website at [www.clarkcountynv.gov/purchasing](http://www.clarkcountynv.gov/purchasing). Click on “Contracting Opportunities”, scroll to bottom for UMC’s Opportunities and locate appropriate document in the list of current solicitations.

Proposals will be accepted at the University Medical Center address specified above on, or before, **April 19, 2012** at 2:00:00 p.m., based on the time clock at the UMC Contracts Management office. Proposals are time-stamped upon receipt.

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PUBLISHED:  
Las Vegas Review Journal  
March 18, 2012

GENERAL CONDITIONS  
RFP NO. 2012-11  
Natural Gas Supply Management

1. TERMS

The term "OWNER" or "UMC", as used throughout this document, will mean University Medical Center of Southern Nevada. The term "BCC" as used throughout this document will mean the Board of Hospital Trustees which is the Governing Body of OWNER. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

UMC is looking for a Natural Gas Supply Manager to solicit natural gas supply proposals for the hospital. The manager shall also analyze and monitor the natural gas market and use their expertise to ensure UMC is always getting the best rates possible.

3. SCOPE OF PROJECT

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county-owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450, with over 500 beds, a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center and 10 urgent care clinics.

Purpose

The purpose of this RFP is to identify a Natural Gas Supply Management company to ensure the most reliable and competitive supplier is selected to serve the hospital. Also the provider shall be an advocate in the market place to ensure UMC's natural rates are the lowest available.

Expectations of Business Partner

UMC strives to provide exemplary service to its patients. UMC therefore has high expectations of its business partners. It is expected that the business partner will provide quality products and service at the lowest price available in the market, but just as important is the expectation that these products and services are provided in a manner that exhibits the highest level of ethics and professionalism. It is expected that, as a result of this relationship, the business partner will work with UMC to ensure that the agreement remains competitive with continual review of market conditions.

4. DESIGNATED CONTACTS

OWNER's representative will be Rob Maher, telephone number (702) 207-8846. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Rob Maher, Contracts Management, [robert.maher@umcsn.com](mailto:robert.maher@umcsn.com).

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	March 18, 2012
Final Date to Submit Questions	March 28, 2012
Last Day for Addendums	April 4, 2012
<b>RFP Responses Due (2:00 pm)</b>	<b>April 19, 2012</b>
RFP Evaluations	April / May 2012
Finalists Selection	May 2012
Finalists Oral Presentations (if required)	May 2012
Final Selection & Contract Negotiations	May / June 2012
Award & Approval of the Final Contract	May / June 2012

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee. The finalists may be requested to provide OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria and price. This contract will be awarded on the basis of which proposal OWNER deems best suited to fulfill the requirements of the RFP. OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

OWNER's mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, OWNER will enter into an exclusive contract for each component described. (The exception is that an attending physician on OWNER's staff may request any physician to provide a specific procedure or consultation for a patient.) Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the services under the agreement. Based upon this process, OWNER will then negotiate a final contract(s) with PROPOSER and present the contract(s) to the BCC for approval.

8. SUBMITTAL REQUIREMENTS

The proposal submitted **shall** not exceed 40 pages. Other attachments may be included with no guarantee of review.

**All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by evaluation criteria section to correspond with the evaluation criteria requested in Section 18.** The ideal proposal will be 2-hole punched at the top and bound with a binder clip. Double sided printing is accepted, flip on short edge. Binders or spiral binding is not preferred or required.

**PROPOSER shall submit one (1) clearly labeled original paper copy, four (4) hardcopies of proposal and one (1) electronic copy of the entire proposal.** The electronic copy shall be on a CD-rom in either PDF or Microsoft Word 2007. The name of PROPOSER's firm shall be indicated on the cover of each proposal.

**All proposals must be submitted in a sealed envelope plainly marked with the name and address of PROPOSER and the RFP number and title.** No responsibility will attach to OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. FAXED OR EMAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailing instructions for proposals:

## General Conditions

RFP No. 2012-11

Natural Gas Supply Management

### Hand Delivery

University Medical Center  
Materials Management  
Trauma Center Building  
800 Rose Street, Suite 409  
Las Vegas, Nevada 89106

### U.S. Mail Delivery

University Medical Center  
Materials Management  
1800 West Charleston Blvd  
Las Vegas, Nevada 89102

### Express Delivery (**Preferred**)

University Medical Center  
Materials Management  
800 Rose Street, Suite 409  
Las Vegas, Nevada 89106

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Natural Gas Supply  
Management

RFP No. 2012-11  
Natural Gas Supply  
Management

RFP No. 2012-11  
Natural Gas Supply  
Management

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals to the Materials Management office. Responses delivered to UMCSN's mail room or loading dock does not constitute the official time stamp.

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped to later than 2:00:00 p.m. on the RFP opening date. RFPs time-stamped after 2:00:00 p.m., based on the time clock at the UMC Contracts Management office will be recorded as late, remain unopened and be formally rejected. PROPOSERS and other interested parties are invited to attend the RFP opening.

## 9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to OWNER's representative in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER's offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

## 10. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

## 11. PROPOSAL COSTS

There shall be no obligation for OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

## 12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will be considered.

## 13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from OWNER's representative. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from OWNER's representative.

## 14. PUBLIC RECORDS

OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by OWNER may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in

their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from PROPOSER's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER's consent to the disclosure of the information by OWNER, PROPOSER's waiver of claims for wrongful disclosure by OWNER, and PROPOSER's covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify OWNER if OWNER is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

17. Contract Terms and Requirements

PROPOSER(S) shall submit a sample contract with their proposal. OWNER reserves the right to negotiate any and all terms of the standard agreement set forth by the PROPOSER. All final contracts are subject to review and approval by the Clark County District Attorney's Office. Sample contract pages do not count against page counts.

18. EVALUATION CRITERIA

Proposals should mirror and contain the following requested information. Proposals shall be labeled and tabbed according to the numbering shown below.

**A. Organizational Information**

## **General Conditions**

RFP No. 2012-11

Natural Gas Supply Management

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
2. Provide a brief description of your organization locally, statewide and nationally (if applicable).
3. Identify previous experiences in similar contracts for Natural Gas. Provide clients (preferably other hospitals) contact information to include company name, point of contact, phone number, e-mail address and average daily usage of the company.
4. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Agreement or that could materially affect Owner's decision. This includes any defaults or financial uncertainty.
5. All PROPOSER(S) may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
6. List all firm demographics including:
  - a. Total number of employees
  - b. Total number of women employed
  - c. Total number of minorities employed
  - d. Total number of bilingual employees, indicate language(s) spoken
  - e. Total number of employees living in Las Vegas, Nevada area

### **B. Evaluation Factors**

1. Provide a brief synopsis of your understanding of this project and scope of work and your plan to execute it.
2. Provide copies of any certifications for working with natural gas.
3. Describe your company's quality assurance program and how the plan will be executed under this contract.
4. Describe how your company will ensure/provide transparency in all areas of this contract.
5. Provide data showing successful negotiations of the procurement of natural gas.
6. Provide and explain a price risk management plan.
7. Describe your company's experience in working with Southwest Gas.
8. Describe various ways your company is flexible in obtaining the best rate every month/quarter.

### **C. Cost/Fee**

1. Proposers shall provide cost/fees in Exhibit B.
2. Please note that this pricing CANNOT be marked as confidential.
3. All prices will be FOB Destination.

### **D. Other**

Other factors PROPOSER determines appropriate which would indicate to OWNER that PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.



**19. Attachments**

<b>Attachment #</b>	<b>Attachment Name</b>
Exhibit A	Scope of Project
Exhibit B	Cost/Price Schedule
Exhibit C	Insurance
Exhibit D	Disclosure Forms
Exhibit E	Subcontractor

## Natural Gas Supply Management Scope of Project

UMC of Southern Nevada is looking for a company that can provide an all inclusive service to provide natural gas to the hospital. Services will include analyzing the market, contracting with suppliers and transports, administer contracts, audit all invoices and provide transparency of all activity. Services shall ensure all federal, state and local laws and regulations are adhered to.

### Service Agent

- Shall monitor, investigate and research the market place to find the best prices, deals, new technology advances.
- Shall negotiate the most advantageous contracts and rates for natural gas.
- Shall contract with suppliers and transporters for natural gas and properly administer contracts.
- Shall audit and pay all bills and defend hospital against fraud and waste.
- Provide one (1) monthly invoice that consolidates the total service.

### Invoice

- Proposer shall audit and pay all bills related to this service and fight and defend UMC against any fraud or waste.
- Submit one (1) consolidated monthly invoice for all supplies and services provided to include usage rates and fees for suppliers, transportation and the agent.
- Audit and pay supplier, utility, and pipeline invoices, correct errors as required; provide reporting and coordinate with individual plants to ensure timely processing.

### Reports

Proposer shall provide reports showing the following:

- Market data including fundamental and technical factors affecting trends, risk management, general energy information distributed on a monthly or weekly basis.
- Provide an annual Value Report noting objectives met, savings achieved, and recommendations for future calendar year
- Provide a quarterly and Year to Date energy management report.
- Develop and maintain Reports for natural gas management to include: Monthly Cost & Usage, Monthly progress; Monthly & Daily Activities; Hedging, Monthly Imbalance, Updated Settlement Prices, Monthly forecasts and WACOG, Natural Gas Burnertip Reports, Natural Gas Position Reports, Energy Cost Estimate Reports and other reports as deemed necessary by UMC.

Usage/History

- At this time UMC is only looking for service for the two large meters on the main campus. The following is a snapshot of the previous 12 months:

		Therms	Rates (Das/Delivery)
2011			
	Mar	9789	0.65202
	Apr	6892	0.65202
	May	5743	0.62202
	Jun	5077	0.62202
	Jul	5179	0.62202
	Aug	4264	0.60656
	Sep	4752	0.60656
	Oct	4779	0.61414
	Nov	5033	0.61414
	Dec	7449	0.61414
2012			
	Jan	9498	0.63345
	Feb	9263	0.63738
	Avg	6476.5	0.624705833

		Therms	Rates (Das/Delivery/Demand)
2011			
	Mar	61219	0.53837
	Apr	45922	0.50837
	May	47043	0.50837
	Jun	43419	0.50837
	Jul	32614	0.50837
	Aug	33741	0.49196
	Sep	33747	0.49196
	Oct	32906	0.49954
	Nov	41912	0.49954
	Dec	65682	0.49954
2012			
	Jan	71465	0.52278
	Feb	58634	0.52278
	Avg	47358.67	0.508329167

### Cost/Fee Schedule

Year 1		Monthly Fee	Annual Cost
1	Agent (Fixed Fee)		
2	Natural Gas Supplier (Estimated based on _____ MMBtu / day)		
3	Transportation		
4	Southwest Gas		
Totals			

Year 2		Monthly Fee	Annual Cost
1	Agent (Fixed Fee)		
2	Natural Gas Supplier (Estimated based on _____ MMBtu / day)		
3	Transportation		
4	Southwest Gas		
Totals			

Year 3		Monthly Fee	Annual Cost
1	Agent (Fixed Fee)		
2	Natural Gas Supplier (Estimated based on _____ MMBtu / day)		
3	Transportation		
4	Southwest Gas		
Totals			

**Identify any and all related charges and taxes associated or included in the prices above.**

**This procurement may result in an economic price adjustments.**

**Payments will be made NET 30 from receipt of an approved and accepted invoice.**

**Invoices shall be sent to:**

**University Medical Center of Southern Nevada  
ATTN: David Brice  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102**

## **INSURANCE REQUIREMENTS**

**TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, //TYPE// SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.**

**Format/Time:** The //TYPE// shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by OWNER. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

**Best Key Rating:** OWNER requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

**Owner Coverage:** OWNER, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The //TYPE//s insurance shall be primary as respects OWNER, its officers and employees.

**Endorsement/Cancellation:** The //TYPE//s general liability insurance policy shall be endorsed to recognize specifically the //TYPE//s contractual obligation of additional insured to Owner. All policies must note that OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

**Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

**Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

**Commercial General Liability:** Subject to Paragraph 6 of this Exhibit, the //TYPE// shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

**Automobile Liability:** Subject to Paragraph 6 of this Exhibit, the //TYPE// shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by //TYPE// and any auto used for the performance of services under this Contract.

**Professional Liability:** The //TYPE// shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of OWNER.

**Workers' Compensation:** The //TYPE// shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a //TYPE// that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the //TYPE// has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

**Failure To Maintain Coverage:** If the //TYPE// fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the //TYPE// to stop the work, declare the //TYPE// in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the //TYPE// or deduct the amount paid from any sums due the //TYPE// under this Contract.

**Additional Insurance:** The //TYPE// is encouraged to purchase any such additional insurance as it deems necessary.

**Damages:** The //TYPE// is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the //TYPE//, their subcontractors or anyone employed, directed or supervised by //TYPE//.

**Cost:** The //TYPE// shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by the //TYPE//’s Insurance Company representative:

- 1) Insurance Broker’s name, complete address, phone and fax numbers.
- 2) //TYPE//’s name, complete address, phone and fax numbers.
- 3) Insurance Company’s Best Key Rating
- 4) Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) General Aggregate (\$2,000,000)
  - (E) Products-Completed Operations Aggregate (\$2,000,000)
  - (F) Personal & Advertising Injury (\$1,000,000)
  - (G) Each Occurrence (\$1,000,000)
  - (H) Fire Damage (\$50,000)
  - ( I ) Medical Expenses (\$5,000)
- 5) Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
- 6) Worker’s Compensation
- 7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 8) Certificate Holder:

University Medical Center of Southern Nevada  
c/o Contracts Management  
1800 West Charleston Boulevard  
Las Vegas, Nevada 89102

**THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.**
- 9) Appointed Agent Signature to include license number and issuing state



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b> CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
		NAIC #

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

RATING

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY	X					EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
							GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY	X					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS	OTHER \$
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - E.A. EMPLOYEE						\$	
	E.L. DISEASE - POLICY LIMIT						\$	
	INSTALLATION FLOATER						AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(Insert Project Name). UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**CERTIFICATE HOLDER****CANCELLATION**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**  
**C/O CONTRACTS MANAGEMENT**  
**1800 WEST CHARLESTON BOULEVARD**  
**LAS VEGAS, NV 89102**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The Certificate Holder is named as an additional insured.

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ACORD 25 (2010/05)

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## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

### General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

### Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Entity Type** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Non-Profit Organization (NPO)** - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

**Minority Owned Business Enterprise (MBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**Women Owned Business Enterprise (WBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**Physically-Challenged Business Enterprise (PBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**Small Business Enterprise (SBE):**

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Nevada Residents employed by this firm.**

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type</b>					
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Other					
<b>Business Designation Group</b>					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		
<b>Corporate/Business Entity Name:</b>					
<b>(Include d.b.a., if applicable)</b>					
<b>Street Address:</b>			<b>Website:</b>		
<b>City, State and Zip Code:</b>			<b>POC Name and Email:</b>		
<b>Telephone No:</b>			<b>Fax No:</b>		
<b>Local Street Address:</b>			<b>Website:</b>		
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>		
<b>Local Telephone No:</b>			<b>Local POC Name Email:</b>		
<b>Number of Clark County Nevada Residents Employed:</b>					

**All entities**, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

**Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors** in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non- profit organizations)

***This section is not required for publicly-traded corporations.***

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes    ☐ No    (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes    ☐ No    (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature _____ Title _____	Print Name _____ Date _____
--------------------------------	--------------------------------

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

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### ***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF RELATIONSHIP (Suppliers)

### **Purpose of the Form**

The purpose of the Disclosure of Relationship Form is to gather information pertaining to the business entity for use by the Board of Hospital Trustees and Hospital Administration in determining whether a conflict of interest exists prior to awarding a contract.

### **General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and UMC. Failure to submit the requested information may result in a refusal by the UMC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

### **Detailed Instructions**

All sections of the Disclosure of Relationship form must be completed. If not applicable, write in N/A.

***Business Name (include d.b.a., if applicable)*** – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

***Corporate/Business Address, Business Telephone, Business Fax, and Email*** – Enter the street address, telephone and fax numbers, and email of the named business entity.

***Local Business Address, Local Business Telephone, Local Business Fax, and Email*** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

***Signature and Print Name*** – Requires signature of an authorized representative and the date signed.

### **Definition**

An actual or potential conflict of interest is present when an actual or potential conflict exists between an individual's duty to act in the best interests of UMC and the patients we serve and his or her desire to act in a way that will benefit only him or herself or another third party. Although it is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

### **Key Definitions**

**"Material financial interest"** means

- An employment, consulting, royalty, licensing, equipment or space lease, services arrangement or other financial relationship
- An ownership interest
- An interest that contributes more than 5% to a member's annual income or the annual income of a family member
- A position as a director, trustee, managing partner, officer or key employee, whether paid or unpaid

**"Family member"** means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

**"Personal interests"** mean those interests that arise out of a member's personal activities or the activities of a family member.

**DISCLOSURE OF RELATIONSHIP (Suppliers)**

<b>Corporate/Business Entity Name:</b>	
<b>(Include d.b.a., if applicable)</b>	
<b>Street Address:</b>	
<b>City, State and Zip Code:</b>	
<b>Telephone No:</b>	
<b>Point of Contact Name:</b>	
<b>Email:</b>	

1. **COMPENSATION ARRANGEMENTS** - Does a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with the company?

☐ Yes ☐ No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Describe the Compensation Arrangement	Dollar Value of Compensation
1.			
2.			
3.			

(Use additional sheets as necessary)

2. **BUSINESS POSITIONS** - Is a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) an officer, director, trustee, managing partner, officer or key employee of the company?

☐ Yes ☐ No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Business Position or Title	Dollar Value of Compensation (include meeting stipends and travel reimbursement)
1.			
2.			
3.			

(Use additional sheets as necessary)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**For UMC Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in the contracting/selection process?
- ☐ Yes ☐ No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name / Authorized Department Representative

**SUBCONTRACTOR INFORMATION**

**DEFINITIONS**

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type: \_\_\_\_ MBE \_\_\_\_ WBE \_\_\_\_ PBE \_\_\_\_ SBE \_\_\_\_ NBE

Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type: \_\_\_\_ MBE \_\_\_\_ WBE \_\_\_\_ PBE \_\_\_\_ SBE \_\_\_\_ NBE

☐

**No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.**